

Gracewood Farm Liability Release for Horsemanship Lessons

"WARNING "

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes."

1. I, _____ freely and voluntarily wish to take riding and horsemanship instruction from Lynn Gallup. I have read and understand, and enter into this Release and Hold Harmless Agreement with Lynn Gallup, and their agents at Gracewood Farm, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I have read and fully understand the "WARNING" posted above.

3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Gracewood Farm, anyone else directly or indirectly connected with that Gracewood Farm from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Lynn Gallup. I have read the EQUINE ACTIVITY LIABILITY ACT, Chapter 99E of the North Carolina General Statutes.

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to. If at any time during a lesson I become fearful to the point I wish to dismount, I will so advise my riding instructor.

NOTICE: Wearing an ASTM/SEI approved safety riding helmet and riding boots with a low heel (no athletic shoes) is REQUIRED during the course of riding in the lesson.

Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature: _____ Print Name: _____ Date: _____

If minor, person representing themselves to the lawful Guardian under this Release and Hold Harmless Agreement:

Guardian Signature : _____ Print Guardian Name: _____

Printed Name of Minor: _____ Date: _____

Witness Signature: _____ Date: _____